

Appendix C to DIR Contract No. DIR-SDD-646

SERVICE AGREEMENT NO. \_\_\_\_\_

THIS SERVICE AGREEMENT NO. : \_\_\_\_\_ (the "Service Agreement")  
is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between  
\_\_\_\_\_, ("Customer"), and \_\_\_\_\_ [Name  
of applicable AT&T entity to be inserted when Service Agreement is developed]  
("Vendor" or "AT&T").

This Service Agreement is entered into between Customer and AT&T pursuant to the DIR Contract No. DIR-SDD-646 ("Contract"). Customer and AT&T agree that: (i) except to the extent expressly provided otherwise in this Service Agreement, all the terms and definitions of the Contract are incorporated by reference into this Service Agreement, (ii) the schedules and exhibits attached hereto are incorporated by this reference, and (iii) in the event of any inconsistent or contradictory terms between the Contract and the Service Agreement, the terms of the Contract shall control. This Service Agreement is effective on the date of last execution ("Effective Date").

Customer and Vendor hereby agree as follows:

#### 1. DEFINITIONS

All defined terms that are used in the Contract will have the same meaning in this Service Agreement. In addition, for purposes of this Service Agreement, the following terms shall have the indicated meanings:

"Service Commencement Date" means the date AT&T and Customer agree specified contracted Services are operational and AT&T begins to take the first help desk calls for Services pursuant to the Operations Plan Outline.

[additional definitions to be inserted here as appropriate when Service Agreement developed for Customer]

#### 2. TERM

The term for Service provided under this Service Agreement (the "Term") shall begin as of the Service Commencement Date and shall continue until \_\_\_\_\_, unless earlier terminated or renewed in accordance with the provisions of this Service Agreement or Section 8.B. of the Contract.

#### 3. TERMINATION

3.1 TERMINATION. Customer may terminate this Service Agreement in accordance with Section 8.B of Appendix A of the Contract and this Section 3.

3.2 CONVENIENCE TERMINATION FEE. If Customer terminates this Service Agreement for convenience in accordance with Section 8.B.3 of the Contract, the

following termination charges shall apply: [Termination fee formula will be referenced as agreed upon in the DIR contract.

#### 4. SERVICE ELEMENTS

[Description of service elements to be added at the time the Service Agreement is developed.]

#### 5. PRICING

5.1 [Pricing to be inserted at the time the Service Agreement is developed.]

#### 5.2 INVOICES FOR CHARGES AND EXPENSES.

Invoice submission and payment shall be in accordance with the Contract.

#### 6. PERFORMANCE STANDARDS

[To be added at the time the Service Agreement is developed.]

#### 7. CUSTOMER SITES

[To be added at the time the Service Agreement is developed.]

#### 8. TRANSITION PLAN

[To be added at the time the Service Agreement is developed.]

#### 9. CUSTOMER HISTORICAL SERVICE BASELINE

[To be added at the time the Service Agreement is developed.]

#### 10. AFFECTED EMPLOYEES

[To be added at the time the Service Agreement is developed.]

#### 11. THIRD PARTY AGREEMENTS

[To be added at the time the Service Agreement is developed.]

#### 12. PURCHASED EQUIPMENT

If Customer must purchase equipment, the equipment must be purchases from a DIR contract as required by statute or Customer must receive an exemption approval.

#### 13. OPERATIONS PLAN OUTLINE

[To be added at the time the Service Agreement is developed.]

#### 14. OTHER

[To be added at the time the Service Agreement is developed.]

IN WITNESS WHEREOF the Parties have executed this Service Agreement as of the day and year first above written.

CUSTOMER

[Name of applicable AT&T entity  
to be inserted when Service  
Agreement developed.]

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_